

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
(CORRECTED 5A)

CHAPTER 13 PLAN  
AND RELATED MOTIONS

Name of Debtor(s): **Keith P. Williams  
Jacqueline A. Williams**

Case No: **17-35341**

This plan, dated **March 26, 2018**, is:

- ☐ the *first* Chapter 13 plan filed in this case.  
☒ a modified Plan, which replaces the  
☐ confirmed or ☒ unconfirmed Plan dated **November 6, 2018**.

Date and Time of Modified Plan Confirmation Hearing:

**May 9, 2018 @ 9:10AM**

Place of Modified Plan Confirmation Hearing:

**701 E. Broad Street. Richmond VA 23219 Courtroom 5100**

The Plan provisions modified by this filing are:

**2. Funding**

**5. A. Dividend Increase**

Creditors affected by this modification are:

**All**

**1. Notices**

**To Creditors:**

Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you may need to file a timely proof of claim in order to be paid under any plan.

The following matters may be of particular importance.

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

A.	A limit on the amount of a secured claim, set out in Section 4.A which may result in a partial payment or no payment at all to the secured creditor	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
B.	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 8.A	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
C.	Nonstandard provisions, set out in Part 12	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included

**2. Funding of Plan.** The debtor(s) propose to pay the Trustee the sum of **\$1,469.25 per month for 5 months, then \$2,530.00 per month for 55 months.**

Other payments to the Trustee are as follows:

The total amount to be paid into the Plan is \$ **146,496.25**.

**3. Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

**A. Administrative Claims under 11 U.S.C. § 1326.**

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10% of all sums

received under the plan.

2. Check one box:

- ☒ Debtor(s)' attorney has chosen to be compensated pursuant to the "no-look" fee under Local Bankruptcy Rule 2016-1(C)(1)(a) and (C)(3)(a) and will be paid \$ 4,771.00, balance due of the total fee of \$ 5,151.00 concurrently with or prior to the payments to remaining creditors.
- ☐ Debtor(s)' attorney has chosen to be compensated pursuant to Local Bankruptcy Rule 2016-1(C)(1)(c)(ii) and must submit applications for compensation as set forth in the Local Rules.

**B. Claims under 11 U.S.C. § 507.**

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid pursuant to 3.C below:

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
<b>Commonwealth of VA-Tax</b>	<b>Taxes and certain other debts</b>	<b>0.00</b>	<b>Prorata 0 months</b>
<b>Internal Revenue Service</b>	<b>Certain farmers and fishermen</b>	<b>12,012.25 POC</b>	<b>7 months</b>

**C. Claims under 11 U.S.C. § 507(a)(1).**

The following priority creditors will be paid prior to other priority creditors but concurrently with administrative claims above.

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
<b>-NONE-</b>			

**4. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.**

**A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.**

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 4(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 5 of the Plan.** The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u>	<u>Collateral</u>	<u>Purchase Date</u>	<u>Est. Debt Bal.</u>	<u>Replacement Value</u>
<b>-NONE-</b>				

**B. Real or Personal Property to be Surrendered.**

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay under §§ 362(a) and 1301(a) as to the interest of the debtor(s), any co-debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
<b>-NONE-</b>			

**C. Adequate Protection Payments.**

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 4(D) and/or 7(B) of the Plan, as

follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Adeq. Protection</u>	<u>Monthly Payment</u>	<u>To Be Paid By</u>
Andrews Federal Credit Union	2007 Ford Mustang GT 60,000 miles Adequate protection	115.00		Trustee
Exeter Finance Corp	2014 Nissan Sentra 95,000 miles Adequate protection	95.00		Trustee
Nissan Motor Acceptanc	2016 Nissan Pathfinder 35,000 miles Adequate protection	255.00		Trustee

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 7(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

**D. Payment of Secured Claims on Property Being Retained (except those loans provided for in section 6 of the Plan):**

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation specified in sub-section A and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Payment &amp; Est. Term</u>
Andrews Federal Credit Union	2007 Ford Mustang GT 60,000 miles Adequate protection	13,048.78 POC	5.25%	39months
Exeter Finance Corp	2014 Nissan Sentra 95,000 miles Adequate protection	16,815.00 POC	5.25%	39months
Nissan Motor Acceptanc	2016 Nissan Pathfinder 35,000 miles Adequate protection	42,317.61 POC	5.25%	39months

**E. Other Debts.**

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' principal residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 6 of the Plan.

**5. Unsecured Claims.**

**A. Not separately classified.** Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 23.7 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.

**B. Separately classified unsecured claims.**

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
-NONE-		

**6. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Principal Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).**

**A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee.** The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and

such interest is provided for in the loan agreement. A default on the regular contract payments on the debtor(s) principal residence is a default under the terms of the plan.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
Mohela/Dept of Ed	Educational - No Chapter 13 Payment	0.00	0.00	0%	0months	
Navient	Educational - No Chapter 13 Payment	0.00	0.00	0%	0months	
Navient	Educational - No Chapter 13 Payment	0.00	0.00	0%	0months	
Net Credit Financial	Unsecured - No Chapter 13 Payment	0.00	0.00	0%	0months	
	\$835 NO CLAIM FILED SOP					
RNR Tires & Wheels	Wheels & Tires	261.96	0.00	0%	0months	
Specialized Loan Servicing	443 Hanover Road Sandston, VA 23150 Henrico	1,545.86	7,612.16 POC	0%	39months	
Us Dept Ed	Educational - No Chapter 13 Payment	0.00	0.00	0%	0months	

- B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrears on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate on Arrearage</u>	<u>Monthly Payment on Arrearage &amp; Est. Term</u>
<b>-NONE-</b>					

- C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Payment &amp; Term</u>
<b>-NONE-</b>				

**7. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts, leases and/or timeshare agreements listed below.

- A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts:

<u>Creditor</u>	<u>Type of Contract</u>
<b>-NONE-</b>	

- B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor(s) agree to abide by all terms of the agreement. The Trustee will pay the pre-petition arrears, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for Arrears</u>	<u>Estimated Cure Period</u>
<b>-NONE-</b>				

**8. Liens Which Debtor(s) Seek to Avoid.**

- A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Basis</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
Richmond Cardiology Assoc.	443 Hanover Road Sandston, VA 23150 Henrico	None		284,900.00

- B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate adversary proceedings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
Household Finance Corp. of VA	Second Mortgage	443 Hanover Road Sandston, VA 23150 Henrico	

**9. Treatment and Payment of Claims.**

- All creditors must timely file a proof of claim to receive any payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the Plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- If relief from the automatic stay is ordered as to any item of collateral listed in the plan, then, unless otherwise ordered by the court, all payments as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.
- Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in the plan.

- 10. Vesting of Property of the Estate.** Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not transfer, sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

- 11. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, whether unsecured or secured, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

**12. Nonstandard Plan Provision**

☒ **None.** If "None" is checked, the rest of Part 12 need not be completed or reproduced.

Dated: **February 25, 2018**

**/s/ Keith P. Williams**

**Keith P. Williams**

Debtor 1

**/s/ Pia J. North**

**Pia J. North 29672**

Debtors' Attorney

**/s/ Jacqueline A. Williams**

**Jacqueline A. Williams**

Debtor 2

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the Local Form Plan, other than any nonstandard provisions included in Part 12.

**Exhibits: Copy of Debtor(s)' Budget (Schedules I and J); Matrix of Parties Served with Plan**

**Certificate of Service**

I certify that on **March 26, 2018**, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

**/s/ Pia J. North**

**Pia J. North 29672**

Signature

**5913 Harbour Park Drive**

**Midlothian, VA 23112**

Address

**(804) 739-3700**

Telephone No.

**CERTIFICATE OF SERVICE PURSUANT TO RULE 7004**

I hereby certify that on **March 26, 2018** true copies of the forgoing Chapter 13 Plan and Related Motions were served upon the following creditor(s):

☒ by first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P.; or

☐ by certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

**/s/ Pia J. North**

**Pia J. North 29672**

Fill in this information to identify your case:

Debtor 1 Keith P. Williams

Debtor 2 Jacqueline A. Williams  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 17-35341  
(If known)

Check if this is:

- ☒ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

## Official Form 106I

### Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Employment

		Debtor 1	Debtor 2 or non-filing spouse
<b>1. Fill in your employment information.</b>  If you have more than one job, attach a separate page with information about additional employers.  Include part-time, seasonal, or self-employed work.  Occupation may include student or homemaker, if it applies.	<b>Employment status</b>	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed	<input checked="" type="checkbox"/> Employed <input type="checkbox"/> Not employed
	<b>Occupation</b>	<u>Electronic Technician</u>	<u>Nurse Manager</u>
	<b>Employer's name</b>	<u>Athna</u>	<u>Richmond Behavioral Health</u>
	<b>Employer's address</b>		<u>107 South 5th Street</u> <u>Richmond, VA 23219</u>
	<b>How long employed there?</b>	<u>June 2017</u>	<u>February 2017</u>

#### Part 2: Give Details About Monthly Income

**Estimate monthly income as of the date you file this form.** If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. <b>List monthly gross wages, salary, and commissions</b> (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	\$ <u>3,887.39</u>	\$ <u>6,999.20</u>
3. <b>Estimate and list monthly overtime pay.</b>	+\$ <u>0.00</u>	+\$ <u>0.00</u>
4. <b>Calculate gross income.</b> Add line 2 + line 3.	\$ <u>3,887.39</u>	\$ <u>6,999.20</u>

Debtor 1 **Keith P. Williams**  
 Debtor 2 **Jacqueline A. Williams**

Case number (if known) **17-35341**

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4. \$ <b>3,887.39</b>	\$ <b>6,999.20</b>
<b>5. List all payroll deductions:</b>		
5a. Tax, Medicare, and Social Security deductions	5a. \$ <b>443.34</b>	\$ <b>1,084.87</b>
5b. Mandatory contributions for retirement plans	5b. \$ <b>0.00</b>	\$ <b>0.00</b>
5c. Voluntary contributions for retirement plans	5c. \$ <b>0.00</b>	\$ <b>0.00</b>
5d. Required repayments of retirement fund loans	5d. \$ <b>0.00</b>	\$ <b>0.00</b>
5e. Insurance	5e. \$ <b>110.41</b>	\$ <b>291.01</b>
5f. Domestic support obligations	5f. \$ <b>0.00</b>	\$ <b>0.00</b>
5g. Union dues	5g. \$ <b>0.00</b>	\$ <b>0.00</b>
5h. Other deductions. Specify: <u>Life Insurance</u>	5h.+ \$ <b>6.46</b>	\$ <b>34.82</b>
<u>Accident Insurance</u>	\$ <b>0.00</b>	\$ <b>38.61</b>
<u>Critical Illness</u>	\$ <b>0.00</b>	\$ <b>27.84</b>
<u>Flex Spending Account</u>	\$ <b>0.00</b>	\$ <b>130.00</b>
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ <b>560.21</b>	\$ <b>1,607.15</b>
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ <b>3,327.18</b>	\$ <b>5,392.05</b>
<b>8. List all other income regularly received:</b>		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ <b>0.00</b>	\$ <b>0.00</b>
8b. Interest and dividends	8b. \$ <b>0.00</b>	\$ <b>0.00</b>
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ <b>0.00</b>	\$ <b>0.00</b>
8d. Unemployment compensation	8d. \$ <b>0.00</b>	\$ <b>0.00</b>
8e. Social Security	8e. \$ <b>0.00</b>	\$ <b>0.00</b>
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f. \$ <b>0.00</b>	\$ <b>0.00</b>
8g. Pension or retirement income	8g. \$ <b>0.00</b>	\$ <b>0.00</b>
8h. Other monthly income. Specify: <u>Amortized tax refund Fed \$200 &amp; State \$1,833</u> <u>Amortized tax refund Fed \$1,171 &amp; State \$2,987</u>	8h.+ \$ <b>169.42</b>	\$ <b>0.00</b>
	\$ <b>0.00</b>	\$ <b>346.50</b>
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ <b>169.42</b>	\$ <b>346.50</b>
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ <b>3,496.60</b>	\$ <b>5,738.55</b>
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify:	11. +\$ <b>0.00</b>	
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data, if it applies	12. \$ <b>9,235.15</b>	
<b>Combined monthly income</b>		
13. Do you expect an increase or decrease within the year after you file this form? <input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes. Explain: <u>See Schedule J</u>		



Fill in this information to identify your case:

Debtor 1 Keith P. Williams

Debtor 2 Jacqueline A. Williams  
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 17-35341  
(If known)

Check if this is:

- ☒ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

☐ No. Go to line 2.

☒ Yes. Does Debtor 2 live in a separate household?

☒ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household* of Debtor 2.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes.

Fill out this information for each dependent.....

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Do not state the dependents names.

Mother

11/ 1943

☐ No

☒ Yes

Grandson

9/2012

☐ No

☒ Yes

☐ No

☐ Yes

☐ No

☐ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 1,600.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 0.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 100.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Keith P. Williams**  
Debtor 2 **Jacqueline A. Williams**

Case number (if known) **17-35341**

<b>6. Utilities:</b>		
6a. Electricity, heat, natural gas	6a. \$	<u>350.00</u>
6b. Water, sewer, garbage collection	6b. \$	<u>125.00</u>
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	<u>485.00</u>
6d. Other. Specify: <u>Gas \$1,500/year</u>	6d. \$	<u>125.00</u>
<b>7. Food and housekeeping supplies</b>	7. \$	<u>673.85</u>
<b>8. Childcare and children's education costs</b>	8. \$	<u>368.31</u>
<b>9. Clothing, laundry, and dry cleaning</b>	9. \$	<u>93.00</u>
<b>10. Personal care products and services</b>	10. \$	<u>120.00</u>
<b>11. Medical and dental expenses</b>	11. \$	<u>200.00</u>
<b>12. Transportation.</b> Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	<u>342.75</u>
<b>13. Entertainment, clubs, recreation, newspapers, magazines, and books</b>	13. \$	<u>100.00</u>
<b>14. Charitable contributions and religious donations</b>	14. \$	<u>1,000.00</u>
<b>15. Insurance.</b> Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. \$	<u>0.00</u>
15b. Health insurance	15b. \$	<u>0.00</u>
15c. Vehicle insurance	15c. \$	<u>365.00</u>
15d. Other insurance. Specify: _____	15d. \$	<u>0.00</u>
<b>16. Taxes.</b> Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: <u>Personal Property Tax \$1,000</u>		
	16. \$	<u>83.33</u>
<b>17. Installment or lease payments:</b>		
17a. Car payments for Vehicle 1	17a. \$	<u>0.00</u>
17b. Car payments for Vehicle 2	17b. \$	<u>0.00</u>
17c. Other. Specify: <u>Misc. Expenses</u>	17c. \$	<u>100.00</u>
17d. Other. Specify: <u>Tolls</u>	17d. \$	<u>33.91</u>
<u>Vehicle upkeep 2014 &amp; 2016</u>	\$	<u>40.00</u>
<u>Gym Membership</u>	\$	<u>80.00</u>
<u>Support of Wife's Elderly mother</u>	\$	<u>120.00</u>
<b>18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).</b>	18. \$	<u>0.00</u>
<b>19. Other payments you make to support others who do not live with you.</b>	\$	<u>200.00</u>
Specify: <u>Money to support elderly mother</u>	19.	
<b>20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>		
20a. Mortgages on other property	20a. \$	<u>0.00</u>
20b. Real estate taxes	20b. \$	<u>0.00</u>
20c. Property, homeowner's, or renter's insurance	20c. \$	<u>0.00</u>
20d. Maintenance, repair, and upkeep expenses	20d. \$	<u>0.00</u>
20e. Homeowner's association or condominium dues	20e. \$	<u>0.00</u>
<b>21. Other:</b> Specify: _____	21. +\$	<u>0.00</u>
<b>22. Calculate your monthly expenses</b>		
22a. Add lines 4 through 21.	\$	<u>6,705.15</u>
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$	
22c. Add line 22a and 22b. The result is your monthly expenses.	\$	<u>6,705.15</u>
<b>23. Calculate your monthly net income.</b>		
23a. Copy line 12 ( <i>your combined monthly income</i> ) from Schedule I.	23a. \$	<u>9,235.15</u>
23b. Copy your monthly expenses from line 22c above.	23b. -\$	<u>6,705.15</u>
23c. Subtract your monthly expenses from your monthly income. The result is your <i>monthly net income</i> .	23c. \$	<u>2,530.00</u>

Debtor 1 **Keith P. Williams**

Debtor 2 **Jacqueline A. Williams**

Case number (if known) **17-35341**

24. **Do you expect an increase or decrease in your expenses within the year after you file this form?**

For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?

☒ No.

☐ Yes.

Explain here: **RNR will be paid off in May 2018**

**Household size of 5. Debtor's adult son & daughter both live with the Debtors. Their son has a learning disability and is unable to work and daughter has brain damage from an accident. Debtors have custody of their five year old grandson and fully support him. The adult children drive Sentra to school and help with grandson. This allows debtors to work without missing time. Wife's elderly mother is in poor health and a dependent on their tax return.**

TransUnion  
P.O. Box 2000  
Chester, PA 19022

Allied Collection Services  
3080 South Durango Drive  
Suite 208  
Las Vegas, NV 89117

Capital One  
15000 Capital One Dr  
Richmond, VA 23238

Certegy Check Services, Inc.  
11601 Roosevelt Blvd.  
Saint Petersburg, FL 33716

Andrews Federal Credit Union  
5711 Allentown Rd  
Suitland, MD 20746

Capital One  
Attn: Bankruptcy  
Po Box 30253  
Salt Lake City, UT 84130

ChexSystems  
Attn: Consumer Relations  
7805 Hudson Rd., Suite 100  
Saint Paul, MN 55125

Andrews Federal Credit Union  
Andrews Federal Credit Union  
Po Box 3000  
Clinton, MD 20735

Cardworks/CW Nexus  
Po Box 9201  
Old Bethpage, NY 11804

Equifax Check Services  
Post Office Box 30272  
Tampa, FL 33630-3272

AT&T Mobility  
PO Box 6463  
Carol Stream, IL 60197

Cardworks/CW Nexus  
Attn: Bankruptcy  
Po Box 9201  
Old Bethpage, NY 11804

Experian  
Dispute Department  
P.O. Box 4500  
Allen, TX 75013

Banfield Pet Hospital  
Attn: Billing & Collections  
PO Box 13998  
Portland, OR 97213

Caudle & Caudle PC  
3123 W Broad St  
Richmond, VA 23230

Commonwealth of VA-Tax  
P.O. Box 2156  
Richmond, VA 23218-2156

Barclays Bank Delaware  
Po Box 8803  
Wilmington, DE 19899

CJW Medical Center  
P. O. Box 99400  
Louisville, KY 40269

Internal Revenue Service  
Centralized Insolvency Unit  
P O Box 7346  
Philadelphia, PA 19101-7346

Barclays Bank Delaware  
100 S West St  
Wilmington, DE 19801

Comcast  
5401 Staples Mill Road  
Richmond, VA 23228

Equifax Information Services  
PO Box 740241  
Atlanta, GA 30374

Bon Secours  
P.O. Box 28538  
Richmond, VA 23228

Comenity Capital Bank  
PO Box 182025  
Columbus, OH 43218

TransUnion Consumer Relations  
2 Baldwin Place  
PO Box 1000  
Chester, PA 19022

Bon Secours  
Richmond Health System  
PO Box 11302  
Richmond, VA 23230

Credit First National Assoc  
6275 Eastland Rd  
Brookpark, OH 44142

Affirm Inc  
633 Folsom St Fl 7  
San Francisco, CA 94107

Capital One  
Po Box 30253  
Salt Lake City, UT 84130

Credit First National Assoc  
Attn: BK Credit Operations  
Po Box 81315  
Cleveland, OH 44181

Credit One Bank Na  
Po Box 98875  
Las Vegas, NV 89193

Fst Premier  
601 S Minneapolis Ave  
Sioux Falls, SD 57104

Kohls/Capital One  
Kohls Credit  
Po Box 3043  
Milwaukee, WI 53201

Credit One Bank Na  
Po Box 98873  
Las Vegas, NV 89193

Gentle Breeze Loans  
P.O. Box 1120  
Boulevard, CA 91905

Lab Corp/Ashley Funding  
Resurgent Capital  
PO Box 10587  
Greenville, SC 29603-0587

David T. Spruill, Esq  
120 Corporate Blvd.  
Norfolk, VA 23502

Ginnys/Swiss Colony Inc  
1112 7th Ave  
Monroe, WI 53566

LVNV Funding/Resurgent Capital  
Po Box 10497  
Greenville, SC 29603

DIRECTV  
P.O. Box 11732  
Newark, NJ 07101

Glenside Medical Associates  
4000-A Glenside Drive  
Richmond, VA 23228

Memorial Regional Med Center  
P.O. Box 409438  
Atlanta, GA 30384-9438

ERC/Enhanced Recovery Corp  
Attn: Bankruptcy  
8014 Bayberry Rd  
Jacksonville, FL 32256

Henrico Doctor's Hospital  
Resurgent Capital Services  
PO Box 1927  
Greenville, SC 29602

Mid America Bk/total C  
5109 S Broadband Ln  
Sioux Falls, SD 57108

Exeter Finance Corp  
Po Box 166097  
Irving, TX 75016

Horizon Fin  
Attention: BSA & Fraud Department  
Po Box 800  
Michigan City, IN 46360

Midland Funding  
Attn: Bankruptcy  
Po Box 939069  
San Diego, CA 92193

Exeter Finance Corp  
Po Box 166008  
Irving, TX 75016

Household Finance Corp. of VA  
PO Box 4153  
Carol Stream, IL 60197-4153

Midland Funding LLC  
PO Box 2011  
Warren, MI 48090

Fingerhut  
6250 Ridgewood Rd  
Saint Cloud, MN 56303

Household Finance Corp. of VA  
CT Corporation System  
4701 Cox Road, Suite 285  
Glen Allen, VA 23060

Midnight Velvet  
1112 7th Ave  
Monroe, WI 53566

Focused Recovery Solutions  
9701-Metropolitan Ct  
Ste B  
Richmond, VA 23236

I.c. System Inc.  
Po Box 64378  
Saint Paul, MN 55164

Midnight Velvet  
Swiss Colony/Midnight Velvet  
1112 7th Ave  
Monroe, WI 53566

Fst Premier  
601 S Minnesota Ave  
Sioux Falls, SD 57104

Kohls/Capital One  
N56 W 17000 Ridgewood Dr  
Menomonee Falls, WI 53051

Mohela/Dept of Ed  
633 Spirit Dr  
Chesterfield, MO 63005

Navient  
Po Box 9500  
Wilkes Barre, PA 18773

Richmond Cardiology Assoc.  
8243 Meadowbridge Rd  
Mechanicsville, VA 23116

Synchrony Bank/Amazon  
Po Box 965015  
Orlando, FL 32896

Navient  
Attn: Bankruptcy  
Po Box 9500  
Wilkes-Barr, PA 18773

Richmond Gastroenterology Asso  
5875 Bremono Rd #601  
Richmond, VA 23226

Synchrony Bank/Amazon  
Attn: Bankruptcy  
Po Box 965060  
Orlando, FL 32896

Net Credit Financial  
200 W Jackson Blvd Ste 2  
Chicago, IL 60606

Richmond Gastroenterology Asso  
107 Wadsworth Drive  
Richmond, VA 23236-4521

Synchrony Bank/Walmart  
Po Box 965024  
Orlando, FL 32896

Net Credit Financial  
Po Box 645295  
Cincinnati, OH 45264

RNR Tires & Wheels  
7601 W Broad St  
Henrico, VA 23294

Synchrony Bank/Walmart  
Attn: Bankruptcy  
Po Box 965060  
Orlando, FL 32896

Nissan Motor Acceptanc  
Po Box 660360  
Dallas, TX 75266

Shafer Law Firm  
2000 Riveredge Pkwy  
Atlanta, GA 30328

Us Dept Ed  
Po Box 4222  
Iowa City, IA 52244

Portfolio Recovery  
Po Box 41067  
Norfolk, VA 23541

Southside Regional Med Center  
Attention: Bankruptcy Dept.  
PO Box 501128  
Saint Louis, MO 63150

Us Dept Ed  
Ecmc/Bankruptcy  
Po Box 16408  
St Paul, MN 55116

Portfolio Recovery  
120 Corporate Blvd Ste 1  
Norfolk, VA 23502

Southwest Credit Systems  
4120 International Parkway Ste 1100  
Carrollton, TX 75007

Verizon  
Po Box 650584  
Dallas, TX 75265

Professional Account Mgmt  
PO Box 37038  
Washington, DC 20013

Specialized Loan Servicing  
8742 Lucent Blvd Ste 300  
Littleton, CO 80129

Verizon  
Verizon Wireless Bankruptcy Admini  
500 Tecnolgy Dr Ste 500  
Weldon Springs, MO 63304

Rep/build  
Po Box 9203  
Old Bethpage, NY 11804

St Mary's Hospital  
P.O. Box 1838  
Columbus, OH 43216

Richmond Cardiology Assoc, Inc  
Mark A. Fleckenstein, Reg Agen  
311 South Boulevard  
Richmond, VA 23220

Synchrony Bank  
PO Box 956033  
Orlando, FL 32896